

1894-046 Chancery Causes: Wood & Hale Manufacturing Co] vs. L. M. Carmical
Lee Co.

Wood, Hale, Carmical, Garrett, Carmichael

CA-Contract Disput
T-Property

AUG 1898

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To The Hon. H. S. K. Morrison Judge of
the Circuit Court of Lee County Va.

Your orators, S. H. Hale, and W. P. Wood, partners doing business under the firm name & style of the "Hale and Wood Manufacturing Co" who humbly complaining would respectfully represent that heretofore they purchased of one Elbert Garrett a lot of poplar logs which were to be and was delivered upon the Saw yard of L. M. Carmichael at or near the Woodward place some two miles from Jonesville Va, and for which they were to pay \$7.00 per ~~the~~ for all such as would make merchantable lumber, known to the trade as nos. one, and two. These logs were by Complainants manufactured into lumber, and is now on sticks on said yard. The timber trees from which these logs were cut, by said Garrett were purchased by him from said L. M. Carmichael, at the price of \$4.00 per ~~the~~ standing in the woods, to be measured in the log or section, cut 10, 12, 14 and 16 feet. And for this purchase money the said Carmichael retained and has a lien upon said lumber, - of this your Complainants had notice and they became liable for and assumed the payment therefor

1 and they entered into a contract
2 agreeing that unless they paid therefor
3 by August 1st 1873, said Carmichael
4 might sell the land for the amount
5 due him from Garrett, this Contract
6 was entered into before said logs
7 were cut into lumber, -

8 After the lumber was manufactured
9 an attempt was made at settle-
10 ment, your Complainant having
11 in the meantime raised a house
12 pattern for said Carmichael and
13 manufactured some lumber for
14 him amounting in all to about
15 \$212.⁰⁰. As the attempted settlement
16 a difference arose as to the true
17 mode of measurement, Carmichael's
18 Contract with Garrett was silent
19 as to the rule or mode of measure-
20 ment, and the said Carmichael asserted
21 and insists, that the logs or sections
22 shall be measured at each end
23 big or little and the average taken as
24 the mean diameter, and further that
25 the log be measured the narrow and
26 broad way at each end and the av-
27 erage taken as the true diameter;

28 This mode is, not the true rule or
29 legal mode, is not the one in common
30 use and does not correctly ascertain
31 the dimensions of a log, but the rule
32 adopted and in universal use among

1 Cumber men, is to measure the log, the
2 narrow way, at the small end, etc.
3 etc for Crooks & hollows, and then apply
4 the rule known as "scribners" and this
5 rule is substantially correct with
6 logs running from 18 in diameter to
7 30 in diameter measured by "scrib-
8 ner" and this is the mode insisted on
9 by your Complainant, the difference
10 in this mode of measurement
11 will make in the total amount due
12 Carmichael a sum of about \$60.⁰⁰
13 This lumber your Complainant
14 were to remove from said land
15 by Nov. 1st 1893.

16 The said Carmichael, and your
17 Complainant, failing to agree, and
18 he insisting on his most unjust &
19 arbitrary rule of measurement
20 and refusing to pay his saw
21 bill, but, relying on his supposed
22 advantage in his Contract to sell
23 if not paid by the first of August
24 has gone on and advertised the said
25 lumber for sale, by himself, to be
26 sold Sept 1st 1893, and if permitted
27 to do so, he will recover the dif-
28 ference in the measurement at least
29 and by the most favorable mode to
30 him of \$55.⁰⁰ and will defeat your
31 Arator, in the recovery as Credit of
32 his saw bill of \$212.⁰⁰.

1 Your Complainant, are able and willing
2 to pay for said lumber properly measured
3 after just & proper Credit, and will
4 if required deposit the amount thereof
5 subject to the orders of this Court;

6 The object of this bill is to enjoin
7 the said Carmichael from making
8 sale of said lumber, until properly
9 measured; that he be compelled to give
10 your Complainant, all just & proper
11 Credit. And for the residue if they do
12 not pay upon its ascertainment they
13 are willing that said lumber be sold.

14 They pray therefore that L. M. Carmichael
15 be made a party hereto and answer
16 the same but he need not do so upon
17 oath that being waived, and on a hearing
18 a decree be rendered, directing a
19 proper measurement thereof; that
20 your creditors be allowed their proper
21 Credit and account against said
22 Carmichael. And that until this is
23 done an injunction be granted your
24 creditors restraining the said Carmichael
25 from making sale of said lumber
26 until these matters be settled and ad-
27 justed. And for all other further
28 and General relief. May Supra
29 issue &c.

30 A. L. Pickensmore

31 p. 9.

1 Virginia Lee County, to wit,

2 This day W. P. Wood a member of the
3 ^{firm of the} Hale & Wood Manufacturing Company
4 this day personally appeared before
5 me the undersigned, and made oath
6 that the statements made in the foregoing
7 bill so far as made upon his
8 own knowledge are true, and so far
9 as made upon information derived
10 from others he believes them to be
11 true - Given under my hand
12 this Aug. 8th 1893.

13 C. W. Pennington

14 Notary Public

1P

Hale & Wood M. L. Gles

Plffs Costs C \$6.60
S 1.50
\$7.10

Defts Costs C 1.18
S 2.40
\$3.58

Bill Chy

L. M. Carmichael

Injunction granted pursuant
to the prayer of the bill in joining
the Deft. Carmichael from selling
the lumber in the bill mentioned
till the further order of the Court
But this order will not become
operative until the pety. or some
one for them execute bond
with good security in the sum of
\$250⁰⁰ conditioned as the law
demands.

To the Clk of the } H. J. Morrison
Circuit Court of } Aug 15th 1893
Lin County Va }

1893 1st Sept Rules Spa executed
Dems and answer filed

" 2nd Sept Rules Cause
Set for hearing by Piff

Plffs Costs C \$6.60
S 1.50
\$7.10

Defts C 1.18
S 2.40
\$3.58

To the Hon. J. S. K. Morrison Judge of the Circuit
Court of Lee County, Virginia.

1 The demurrer & answer of L. M. Carnieal to
2 a bill of injunction filed against this respondent
3 by "Hale & Wood Manufacturing Co."

4 For demurrer to said bill, respondent says it is
5 not sufficient in law. But should any further
6 answer be necessary, answering he says, It is true
7 that he, on the day of February 1893, sold to
8 Elliott Garrett all of the poplar timber then standing
9 on the lands purchased by him from Wm. Woodward's
10 heirs, at the price of \$4.00 per M feet, on the stump
11 or in the tree, upon certain conditions and stipulations
12 fully set forth in a written contract signed by
13 said Garrett and duly recorded in the Clerk's office
14 of the County Court of said County, in deed Book
15 to 29 page 329-30. A copy of which is herewith
16 filed marked "A" & prayed to be read as part of this
17 ^{answer} ~~bill~~. It is also true that said Garrett afterwards
18 sold said timber to S. H. Hale & W. P. Wood partners
19 doing business under the firm name of "Hale
20 & Wood Manufacturing Co", but ^{& upon what conditions} at what price, ^{except as learned from the parties} respondent is not advised, and is not concerned,
21 as he had nothing to do with their trade. But as stated
22 in said bill of Complaint, respondent retained a lien
23 on said logs for the payment of the purchase money
24 in his contract with Garrett, and of this complain-
25 ants had notice, and they ^{also} became ~~liable~~ to respon-
26 dent for the said purchase money and assumed the
27 payment thereof, and they, together with the said
28 Garrett, on the 12th day of June 1893, entered into
29 a written contract with respondent, ratifying and
30 confirming the original contract of said Garrett,
31 and providing that unless they should pay respondent
32

1 for said timber, according to the terms of said first
2 mentioned Contract, on the 1st day of August 1893,
3 then your respondent was authorized, without any
4 suit or process, immediately to take possession of
5 said logs or plank made therefrom, and sell the
6 same & pay himself, and turn over the overplus if
7 any to said Hale & Wood Rifting Co & Garrett, &c, as
8 will more fully appear by the written Contract
9 or mortgage, executed by said parties to your re-
10 spondent on the said 12th day of June 1893, which
11 is herewith filed as part hereof marked "B".
12 It is not true that an attempt was made by Com-
13 plainants, after the lumber was manufactured, to
14 settle with respondent, but ~~on~~^{upon} the contrary on the
15 2nd day of August 1893, at the place of manufacture
16 Mr Hale stated to respondent that he had not made a
17 calculation as yet, but would do so and settle in a
18 few days, after this, at respondent's urgent request,
19 they fixed upon a day to meet in Jonesville and
20 settle, and on that day respondent appeared accord-
21 ing to the agreement, but Complainants did not
22 appear, and on the day the day of meeting was fixed,
23 Mr Hale asked respondent if he would not wait
24 until spring, and if they would settle if he would
25 not wait, thus evincing, as your respondent alleges,
26 clearly an intention not to settle, ^{nor pay according to Contract} and to thus fraud-
27 ulently, hinder & delay him in the collection of his
28 money justly due him, Respondent denies that
29 the failure to settle resulted from a difference of
30 opinion as to the true mode of measurement, he
31 could not get them to do anything towards a settlement,
32 and Mr Wood, on one occasion, even boasted to

1 your respondent, that the way the law was they
2 could keep him out of his money for several
3 months. It is true in my Contract with Garrett, I
4 was to have enough lumber, at the usual price in the
5 Country at the mills, to build a dwelling house &
6 barn and pursuant to said Contract I did receive
7 a certain amount of poplar lumber, for which I gave
8 Complainants credit at \$10 ^{to which they agreed} per M feet, and had some
9 other logs sawed for which I also gave credit, at such
10 price as is reasonable and Customary for sawing, amount-
11 ing in the aggregate, ^{Correct & just} \$180.89, a ^{correct & just} account of which
12 credits, together with my charges against said
13 Complainants & Garrett, is herewith filed as part hereof
14 Marked "C", & prayed to be considered as part hereof.
15 And in arriving at the amount due respondent for
16 said timber he has been governed by Doyle's rule
17 as laid down by Mr Scribner in his lumber & log
18 book pages 70 & 71. That is he has measured the little
19 end & the big end, both the small way, and taken the
20 average as the true diameter, (inside the bark), except
21 about 4000 ft sawed by Complainants employees in
22 his absence, and which he did not get to measure
23 but took their report of the amount. Now as the
24 Complainants have appealed to Scribner let them aside
25 by Scribner, and on the pages above mentioned they
26 will find the above rule laid down as the true one,
27 and that is the one adopted by respondent and by which
28 he is willing to stand. Your respondent believes and
29 therefore alleges that all of Complainants talk about
30 a difference as to mode of measurement, failure of
31 settlement &c is a subterfuge and a dodge to prevent
32 a settlement and the Collection of respondents money.

Complainants were careful not to inform your honor what amount of feet were in said logs, according to their measurement, If they had measured them in any manner why did they not give the figures. They were also careful not to deposit any money to the Credit of the suit.

Respondent denies that he owes to Complainants a saw bill amounting to about \$212 [£], but on the contrary the correct amount is only \$180.89, ^{which} amount he has never refused to pay by giving credit therefor. He advertised the lumber for sale, as he had a right to do under his Contracts with said parties, and he denies the right of Complainants to prevent or delay ^{in the collection of his money,} him, especially when the same is wilfully done, ^{with a fraudulent intent, and} without any effort upon their part to either settle or pay, and he therefore asks that Complainants Injunction be dissolved and their bill dismissed, and that he be hence dismissed with his reasonable costs & damages according to law.

Respondent further alleges that the pretended bond executed by Complainants in this cause, is not sufficient in law, but is defective in form & substance, and the security thereto is not sufficient, the said Late having recently conveyed, by deed, all his real estate in this County to his ~~son~~ son, and he is insolvent. ^{so far as real estate is concerned,} and now having fully answered respondent asks &c as above stated, and will ever pray &c.

James W. Orr. P. S.
Virginia Lee County, to wit: -

I H. L. Jaskyn a Justice of the peace in and for the County and State aforesaid, do certify that L. M. Carnical ~~this day~~ personally appeared before me in my County, and made oath that the statements contained in the

1 foregoing answer, so far as they depend on his
2 own knowledge are true, and so far as they
3 depend on information derived from others
4 he believes them to be true.

5 Given under my hand September 8th 1873
6 Henry C. Joslyn J. P.
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L. M. Carnica
advs Demur + Int

Wood & Dale Mfg Co.

Filed at 1st Sept Rules
1893.

A B Munsey clerk

Hale & Wood Mfg Co Plffs.
against-

against-

L. M. Carmichael Defts

In Chancery.

It being admitted by the parties to this
suit, that the ~~matters~~ matters involved have been
fully settled. It is ordered that this cause
be stricken from the docket, each party
to pay his own costs.

Hale & Wood Mfg Co.

vs { Decree Final

L. M. Carmichael

Copied in Order

Chancery Book

Page 78

Enter this decree

M J M

Nov - 1894.

Virginia

Circuit Court of Lee County in
vacation thereof at Gate City Virginia
September the 22nd 1893.

Hale & Wood Manufacturing Co

vs

L. M. Comical

} In Chy
}

This cause came on
this day to be heard on motion
of L M Comical to dissolve the
injunction heretofore granted herein
and it appearing that notice hereof
has been duly served upon the
plaintiffs & they failing to appear
the cause came on upon the
bill & answers & exhibits therewith
& was argued & counsel & it
appearing proper it is adjudged
ordered and decreed that the
temporary injunction heretofore
granted herein be continued in
full force until the further
order of the court and it

appearing proper to the court
Incessary for a just settlement
of this controversy it is further
ordered & decreed that J. A. G. Hyatt
who is appointed a commissioner
for the purpose do ^{take} state an account
between the parties hereto showing
the amount of timber purchased
thereof for which plaintiffs are liable
to debt at the contract price - the
payments made thereon & offsets
thereto & the balance due & left if any
thing. the mode of measurement
contended for by each party & the
difference it will make in
the result & the true mode
contemplated by the contract if any
& any other matter deemed by
either party to the suit or deemed
pertinent by the court he will satisfy
the parties of the time & place of
his sitting & report at least ten
days before the next term of this
court
To the clk of the circuit court of } H. K. Moir
in county of } Sept 22 1883

Walt & Wood Mfg Co

vt 3 Dec

L M. Comstock

In vacation 22 Sept 1893

Enter

H. S. K. M.

Sept 22nd 1893

Entered on Chy ord book

Page 510

A B Munnery clerk

State of Virginia, County of Lee, to wit:-

This day Elbert Garrett plaintiff, in an action at law against ~~the~~ "Hale & Wood Manufacturing Co" instituted in the Circuit Court for the County aforesaid, to recover from said "Hale & Wood Manufacturing Co", the sum of \$453.67, due by account, Subject to a credit of \$133.35, personally appeared before, the undersigned Clerk of said Court, and made oath, that he verily believes that his said Claim is just; that he believes that he is entitled to or ought to recover, at the least, in said action the said sum of \$453.67, Subject to said credit, ^{as of August 1st 1893,} with interest on \$226.83 1/2 part thereof from the 1st day of August 1893, and on \$226.83 1/2 the residue thereof from the 1st day of October 1893.

That to the best of affiants belief the defendants are converting, or are about to convert, or have converted their property or some part thereof into money, securities or evidences of debt, with intent to hinder, delay or defraud ~~their~~ creditors.

That to the best of affiants belief the defendants have assigned or disposed of, or are about to assign or dispose of their estate, or some part thereof, with intent to hinder, delay or defraud their creditors. Given under my hand this 26th day of December 1893.

A. B. Munsey Clerk.

Elbert Garrett

Lo } Bond Office

Hale & Wood Manuf Co

Article of Agreement between L. M. Campbell
of the first part and Gilbert Carr, party of the second
part both of the County of Lee and State of Virginia
Witnesseth that for the following consideration for the
sum of four dollars per thousand feet in the tree, that is, when
the stump is as it now stands in the woods the amount to be
subsequently ascertained by sections, in logs of from ten
to sixteen feet in length - And said Agreement to be made
as soon as the logs are, (about) is sold, & such time is
not to exceed one year from date of this instrument
And said Agreement is secured by bond from party
of the second part having his homestead & exemptions and
by the party of the first part retaining a vendor's
lien upon said logs - no part of which are to be removed
from said premises until the money of purchase is
fully paid. The party of the first part because of the need
and following conditions sells unto the party of the second
part - all of his pole & timber that now stands upon the
lands purchased from Wm Woodlands heirs - There is to
be no classification of said timber but the party of
the second part agrees to take all of said timber that
will make planks from the logs to about fourteen in-
ches in diameter - And he further agrees to take of said

are in falling and hauling said timber out to
the river. The remaining timber in said lands can be
2. possibly be avoided and he agrees to do so. But he
agrees to the cleared lands as possible. And the said Cor-
mickal is to have at his option, enough black oak
said timber is sawed, and at the Graces heretofore
laid in this county at the Graces for such lands
to build a dwelling house and barn of such dimen-
sions as he may choose. - Feb. 20th 1893

Said parties of the 2nd part agree to cut said tim-
ber before the said river, and to haul same to said ex-
pedition as is practical. -

Witness the following signatures this 1st
day and year above written.

L. M. Carmichael
Albert Garrett

Witness

Robert F. Harris

Virginia Lee County to wit:

I, John R. Gibson clerk of
Lee County Court in the State
aforesaid do certify that L. M.
Carmichael whose name is signed
to the writing above bearing
date February 20th 1893. This day
made oath before me in my said
County that the foregoing writ-
ing was signed by himself and
Albert Garrett and agreed upon
as stated in said writing. and
said writing is admitted to record
given under my hands this
June 9th 1893.

John R. Gibson clk

(1871)
L. M. Carmical
Contract
Elbert Garrett

Recorded in deed
Book 29 pa 329

Ex - 6/12/93

A

OFFICE OF

L. M. CARMICAL, C. E.,

LEE COUNTY SURVEYOR.



JONESVILLE, Va., 189 .

Know all men by these presents ~~that~~ ^{that we} Hale & ^{Mary} ~~Mary~~ ^{Woods} and Orest Loret of the County of Lee State of Va Wellbelth that in Consideration of one dollar and agreements heretofore made of sale of a certain lot of Paper Timber upon the lands of L. M. Carmical ^{we} do hereby grant bargain and sell unto the said Carmical and his assigns forever said paper timber - To have and to hold said paper timber unto said Carmical and his assigns forever provided nevertheless that if the said Mortgagee shall pay to the mortgage on the 1st day of August 93. The sum of four dollars per thousand feet for said timber assignment with said Loret made in February 1893 then this Mortgage to be void otherwise to remain in full force and effect. And provided furthermore if the money hereby secured is not duly paid at the time above set forth then the said mortgagee or his attorney may by virtue hereof

and without any suit or process immediately
take possession of said ~~lands~~ ^{plots} or plots
and ^{do hereby} ~~do hereby~~ ^{same} ~~for~~ ^{for} ~~the~~ ^{the} ~~same~~ ^{same} ~~at~~ ^{at} ~~pub~~ ^{pub}
lic or private sale and after satisfying
the amount due and all expenses the sur-
plus to be paid over to said Mortgagee
And it further more provides that
said plots shall not be removed
from said Carmichael's land until said
amount is fully paid. In witness whereof
Mortgagee set their hand and seal
This the 12th day of June 1843

J. H. Halsey
W. P. Mendenhall
Elliott H. Mendenhall

sub
H. P. Sprinkle
George M. Mendenhall

3

1893. Aug 1st.	Elbert Garrett & "Hale & Wood Manufacturing Co." To L. M. Carmichael	Dr
	For 176,841 feet of poplar timber, in the tree, as per Contracts of Feb 1893, and June 12th 1893, at \$4.00 per M feet	\$703.36
	" 1421 feet of Oak timber, substituted for poplar, as per verbal Contract, June 12th 1893. for house, but left unsawed, at \$7.00 per M,	9.94
		\$713.30
	By 15,381 feet of poplar lumber for house at \$10.00 per M feet.	\$153.81
	" Sawing 1899 ft of Oak lumber at \$3.00 per M.	5.69
	" " 6113 ft of poplar " " \$3.50 " "	21.39 180.89
	Bal due Aug 1st 1893	\$532.41

L. M. Carmichael
vs { Acct
Haley Wood Mfg Co.

"C"



• 51 000 000 LBS. •

SOLD IN THE PAST TWELVE YEARS.

PAINTING.

"A PAINT IS OF UNKNOWN QUALITY
UNTIL TRIED BY USE."

Our Pure Prepared Paints are made of only the most costly and finest materials.

In view of our guarantee absolute purity is strictly essential.

Every gallon of the millions of gallons that have been used has been sold under our guarantee.

Every merchant having the agency for the sale of our paints is authorized to fully sustain our guarantee.

Any painter who offers his own mixtures of White Lead and colors as the equal in quality of our Pure Paints, is, if responsible, justified in guaranteeing satisfaction to the property owners.

Respectfully,

Longman & Martineau

30	12	557	19	10	141
23	12	271	22	12	243
25	10	276	21	12	217
23	10	226	19	12	169
25	12	331	15	14	109
19	12	169	20	12	192
20	12	992	23	12	271
19	14	197	25	12	331
17	14	148	24	12	300
17	12	127	20	12	172
14	16	126	21	14	258
22	10	202	20	12	192
21	12	217	21	12	217
23	12	271	22	12	243
21	12	277	24	12	300
15	14	106	18	14	171
		3583			1535

24	14	350	33	12	681	25	12	37	331		
27	12	397	22	10	202		18	10	122		
17	14	197	29	19	354		24	14	484		
15	14	106	24	12	582		32	12	582		
20	14	224	12	10	122		30	12	587		
16	14	126	20	10	160		29	12	469		
17	10	106	12	10	106		21	12	217		
24	10	200	15	14	124		20	12	192		
42	12	275	24	12	368		28	12	432		
25	12	331	19	14	194		29	14	547		
21	12	217	28	10	360		31	12	547		
17	16	189	21	12	181		18	14	171		
19	14	197	15	12	169		20	12	192		
22	12	293	15	12	108		19	12	169		
23	12	229	12	14	171		19	12	169		
26	12	343	17	19	142		32	12	688		
28	14	534	22	14	354		32	12	582		
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33	12	631	27	12	397	19	12	169	19	12	169
32	12	588	19	14	197	20	12	192	17	12	127
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16	14	126	19	12	169	21	12	217	17	12	127
16	12	128	17	14	148	17	12	127	15	14	106
32	12	588	23	12	271	21	12	217	16	12	134
30	14	591	21	12	217	17	12	192	13	12	161
28	14	504	27	12	397	18	12	143	34	14	287
23	14	359	21	12	217	20	12	192	18	14	171
24	14	355	20	12	152	30	12	507	19	10	140
21	10	250	17	12	127	25	12	331	19	12	169
21	12	217	22	12	192	32	12	595	21	14	253
24	14	403	19	12	169	23	12	172	21	14	253
27	12	397	18	12	147	20	12	192	20	12	152
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18 14 171 26 12 368

18 12 187 19 14 197

17 12 127 27 12 397

17 14 148 24 16 430

19 12 169 27 12 397

13 12 61 24 12 300

17 12 127 22 16 324

15 14 106 24 12 300

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25 14 386 19 12 169

18 14 171 22 12 293

14 14 126 23 12 271

21 12 217 19 14 169

20 12 192 20 12 192

19 12 187 21 12 217

21 10 181 20 12 192

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24 12 300 23 12 271

21 12 217 16 12 147

22 12 243 22 12 243

17 14 148 16 12 108

19 12 187 17 12 127

18 12 381 17 10 106

18 12 147 13 10 80

18 12 147 21 12 192

18 12 147 17 14 248

19 12 187 18 14 171

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14 12 75 16 16 176

17 12 127 22 12 293

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16	16	194	24	12	363	16	14	126	19	14	177
18	14	171	23	12	271	26	12	271	21	12	217
15	16	121	23	12	271	23	12	271	14	16	100
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14	12	75	21	12	217	18	14	171	15	12	81
17	12	127	19	12	169	17	12	127	16	12	108
17	12	127	19	12	169	17	14	198	14	10	75
17	12	127	19	14	88	16	14	126	14	12	75
17	12	127	18	16	196	17	14	148	13	12	157
17	12	127	22	12	243	17	12	127	17	14	148
18	14	171	24	12	300	17	14	198	23	12	271
18	14	171	24	12	300	19	12	169	17	12	127
24	12	300	24	14	283	28	12	271	17	12	127
24	12	300	19	12	169	19	12	169	16	12	108
2578					3638	3243					2384

14 14 88

02/12

17 12 127 2512 271

21 10 181 21 12 217

15 14 104 21 10 181

20 12 192 21 18 325

24 14 353 19 12 149

25-14 384 21 12 253

20 14 224 414

22 12 243

24 12 300

24 14 230

25 12 271

2818

66963

62002 *part*

22360

152595

52710

14 25 386

18 29 703

14 24 400

10 26 302

14 16 126

14 18 171

14 17 148

10 20 140

14 14 126

10 20 140

12 33 631

12 18 147

14 21 243

14 18 171

10 27 330

12 21 217

4439

14	19	197
16	21	289
16	23	359
12	25	402
16	23	359
14	27	547
12	32	588
14	18	171
12	19	169
12	22	243
12	35	721
12	36	768
10	27	330
14	16	126
12	27	397
		<hr/>
		5696

10	19	141
12	21	247
14	27	463
10	20	160
12	21	217
12	23	226
14	15	106
14	19	197
12	25	331
8	27	264
12	22	243
14	25	386
12	19	169
12	25	331
14	21	253
14	22	283
		<hr/>
		4017

18 19 258

12 18 147

12 19 169

569

12 22 243

12 31 547

12 28 ~~482~~

14 24 250

16 22 324

14 14 88

16 26 484

16 19 225

10 28 250

14 35 841

12 32 588

12 33 631

~~4803~~ 4903

31 12 541

23 ~~20~~ 452

24 20 500

31 18 820

28 12 ~~432~~

2745

44 30

56 96

40 17

48 03

27 45

567

22860

TO THE PUBLIC.



Our Pure Prepared Paints are sold in our packages at \$1.75 per gallon.

Their cost, when additional oil is added, thus making them ready for use, is about \$1.20 per gallon.

One gallon will then cover 250 sq. ft. two coats.

The evidence of purity and value is covering power.

Adulterated paints only cover at the best 190 sq. ft. two coats.

They are composed of benzine, water and low grade pigments.

Their cost to the dealer usually averages between 75 cts. to \$1.00 per gallon, and they are sold at \$1.50 per gallon.

Our guarantee is a contract making us responsible for all questions relating to quality, durability and cost as compared with White Lead, mixed by hand, or any other paint produced.

Respectfully,

Longman & Martinez

first	62002
second	64963
third	19514
fourth	2745
	<hr/>
	151224 total

except 100 sq ft oak
not included in the above

L&M

"GUARANTEE"

Office of

LONGMAN & MARTINEZ

New York

Any Building that is not
Satisfactorily painted with
our pure paint, or upon which
its use has not cost less
than if other paints had
been used will be re-
painted at our expense.

Longman & Martinez

EVERY
PACKAGE
SOLD
BEARS THIS
GUARANTEE

THE L.&M. PURE PAINTS

Are for sale only at our

LOCAL AGENCY

LEE & CROWELL,
Jonesville, Va.

H. TREMPER, DEL.

PRESS OF L&M.



• 51 000 000 LBS. •

SOLD IN THE PAST TWELVE YEARS.

PAINTING.

"A PAINT IS OF UNKNOWN QUALITY
UNTIL TRIED BY USE."

Our Pure Prepared Paints are made of only the most costly and finest materials.

In view of our guarantee absolute purity is strictly essential.

Every gallon of the millions of gallons that have been used has been sold under our guarantee.

Every merchant having the agency for the sale of our paints is authorized to fully sustain our guarantee.

Any painter who offers his own mixtures of White Lead and colors as the equal in quality of our Pure Paints, is, if responsible, justified in guaranteeing satisfaction to the property owners.

Respectfully,

Longman & Martinez

25	14	386
18	14	15
17	16	167
14	14	120
15	14	106
20	14	224
17	12	127
19	14	197
15	12	191
20	14	224
18	14	171
23	14	313
19	14	197
19	14	197
23	14	313
23	10	226
22	14	283
		3456

25	14	386
24	14	350
19	16	225-
17	16	169
17	12	127
19	14	177
17	14	148
19	12	169
18	10	122
20	12	192
22	12	248
22	10	202
24	14	350
26	12	363
33	10	526
39	12	910
34	14	1787
		3466

27	12	397
27	12	397
25-	12	331
25-	12	331
29	12	469
33	10	526
28	12	1132
26	14	433
25-	14	386
22	14	283
20	14	224
19	14	197
21	14	253
21	12	217
20	12	192
21	14	253
		3321

24	12	300	32	12	580
18	14	171	34	12	675-
19	14	197	28	12	432
24	12	343	23	12	271
22	12	243	21	12	217
23	12	271	18	12	147
23	12	271	20	12	192
24	12	300	17	12	127
23	12	271	22-	12	243
34	12	675-	22	12	243
35-	12	721	16	16	144
29	14	547	15-	14	106
33	12	631	15-	14	106
32	12	588	16	12	108
27	10	330	17	14	148
29	12	469	19	14	197
		6348			3936

20	10	160
19	14	197
22	14	283
24	14	350
27	14	463
25	14	386
26	14	433
23	14	313
28	14	504
22	12	243
30	12	567
24	14	350
20	12	192
18	12	147
21	14	253
23	14	313

394

21	14	283
14	14	88
16	14	126
16	14	126
14	12	75-
17	14	148
22	14	283
19	10	225-
18	14	171
15	14	106
24	12	350
22	12	343
23	14	313
18	14	171
19	14	197
17	14	148

5003

19	14	197	21	12	217
18	16	196	23	14	313
21	16	289	20	14	224
20	14	224	16	14	100
21	16	289	19	14	197
27	14	463	13	14	71
27	12	397	14	14	88
25	12	331	16	14	126
22	12	243	15	14	106
21	14	253	25	14	386
24	14	358	24	12	300
26	14	433	22	14	283
24	14	358	19	14	197
22	10	282	23	12	271
22	14	283	23	14	315
22	10	202	22	14	283

4742

3475

23	14	315	35-	12	721
26	14	433	31	12	547
21	18	181	30	12	507
32	14	685	19	12	169
29	14	625-	21	12	217
24	10	407	23	12	271
20	14	224	25-	12	331
29	12	469	25-	12	331
26	14	433	21	12	217
21	14	253	20	12	192
20	10	100	19	14	197
30	12	807	20	12	192
20	16	25-6	25-	14	386
19	14	197	21	12	217
18	14	171	25-	12	331
29	14	259	24	12	300
		5777			5126

22	14	283	15-	14	106
20	14	224	19	12	169
19	12	169	20	12	192
24	10	250	22	14	283
24	14	350	21	12	217
29	12	469	19	12	169
17	12	126	15-	12	91
15-	14	166	17	12	126
20	14	224	27	12	397
27	16	530	27	12	397
17	14	148	21	10	180
19	14	197	23	12	271
26	12	365	24	14	350
15-	10	75-	30	12	507
24	12	300	29	12	469
22	14	283	32	12	588
		4097			4312

25	12	331
25-	14	386
18	12	147
23	14	313
17	12	126
18	12	147
22	12	<u>243</u>
		1693

TO THE PUBLIC.



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Respectfully,

Longman & Mortimer



EVERY
PACKAGE
SOLD
BEARS THIS
GUARANTEE



"GUARANTEE."

Office of.

LONGMAN & MARTINEZ

New York.

*Any Building that is not
satisfactorily painted with
our pure paint, or upon which
its side has not cost less
than if other paints had
been used will be re-
painted at our expense.*

Longman & Martinez

THE L.&M. PURE PAINTS

Are for sale only at our

LOCAL AGENCY

LEE & CROWELL,
Jonesville, Va.

H. TREMPER, DEL.

PRESS OF LEM.

Diameter in inches	Length in ft.	Diameter in ft.	Diameter in inches		Diameter in ft.	Diameter in inches	Length in ft.	Diameter in ft.
			3 4 5 6	7 8 9 10				
30	12	5-07	20	12	192	20	10	160
23	12	271	21	12	217	17	10	106
25	10	276	22	12	243	15	14	106
23	10	226	24	12	300	26	12	363
25	12	331	18	14	171	17	14	148
19	12	169	24	14	350	28	10	360
20	12	192	27	12	387	21	10	181
15	14 +	157	17	14	147	19	12	169
17	14	148	15	14	106	15	14	106
17	12	127	20	14	224	18	14	171
14	16	126	16	14	126	17	14	148
22	10	202	17	10	106	28	14	350
21	12	217	24	10	250	25	12	331
23	12	271	22	12	243	18	10	122
21	12	217	25	12	331	26	10	484
15	14	106	21	12	217	32	12	588
19	10	141	17	16	169	30	12	507
22	12	243	19	14	187	29	12	469
21	12	217	22	12	243	21	12	217
19	12	169	20	12	224	20	12	192
15	14	106	26	12	363	28	12	432
20	12	192	28	14	504	29	14	547
23	12	271	33	12	631	31	12	547
25	12	331	22	10	202	18	14	171
24	12	300	24	14	350	20	12	192
20	12	192	26	12	363	19	12	169
21	14	253	18	10	122	19	12	169
1	1	1	0					

32	12	588	20	12	152	15	14	106
32	12	588	19	12	123	15	17	125
33	12	631	19	12	163	25	14	171
32	12	588	18	12	147	15	14	386
33	12	631	19	12	163	15	14	171
17	12	123	20	12	152	16	14	125
17	12	123	23	12	271	21	12	217
17	14	106	15	12	165	20	12	152
17	14	106	20	12	152	19	12	169
17	12	123	17	12	123	21	10	161
16	12	126	21	12	217	26	12	363
16	14	126	17	12	127	15	14	192
16	12	108	17	12	127	27	12	357
32	12	588	21	12	217	24	16	400
30	14	581	15	12	165	22	12	397
28	14	504	18	12	147	24	12	300
23	16	355	20	12	152	22	16	324
24	16	300	30	12	507	24	12	300
24	14	504	25	12	331	16	14	126
23	16	355	12	12	331	21	14	253
24	16	300	12	12	588	19	12	165
24	16	250	20	12	152	22	12	243
21	12	217	12	12	152	23	12	271
24	16	400	19	12	165	15	12	165
27	12	357	20	12	152	20	12	152
27	12	357	17	12	165	21	12	217
19	14	157	17	12	127	20	12	192
20	14	227	16	12	171	24	12	300
22	14	283	15	12	171	24	12	300
22	14	283	13	12	171	24	12	300
22	14	283	17	12	171	24	12	300
22	14	283	18	12	171	24	12	300
22	14	283	19	12	171	24	12	300
22	14	283	20	12	171	24	12	300
22	14	283	21	12	171	24	12	300
22	14	283	22	12	171	24	12	300
22	14	283	23	12	171	24	12	300
22	14	283	24	12	171	24	12	300
22	14	283	25	12	171	24	12	300
22	14	283	26	12	171	24	12	300
22	14	283	27	12	171	24	12	300
22	14	283	28	12	171	24	12	300
22	14	283	29	12	171	24	12	300
22	14	283	30	12	171	24	12	300
22	14	283	31	12	171	24	12	300
22	14	283	32	12	171	24	12	300
22	14	283	33	12	171	24	12	300
22	14	283	34	12	171	24	12	300
22	14	283	35	12	171	24	12	300
22	14	283	36	12	171	24	12	300
22	14	283	37	12	171	24	12	300
22	14	283	38	12	171	24	12	300
22	14	283	39	12	171	24	12	300
22	14	283	40	12	171	24	12	300
22	14	283	41	12	171	24	12	300
22	14	283	42	12	171	24	12	300
22	14	283	43	12	171	24	12	300
22	14	283	44	12	171	24	12	300
22	14	283	45	12	171	24	12	300
22	14	283	46	12	171	24	12	300
22	14	283	47	12	171	24	12	300
22	14	283	48	12	171	24	12	300
22	14	283	49	12	171	24	12	300
22	14	283	50	12	171	24	12	300
22	14	283	51	12	171	24	12	300
22	14	283	52	12	171	24	12	300
22	14	283	53	12	171	24	12	300
22	14	283	54	12	171	24	12	300
22	14	283	55	12	171	24	12	300
22	14	283	56	12	171	24	12	300
22	14	283	57	12	171	24	12	300
22	14	283	58	12	171	24	12	300
22	14	283	59	12	171	24	12	300
22	14	283	60	12	171	24	12	300
22	14	283	61	12	171	24	12	300
22	14	283	62	12	171	24	12	300
22	14	283	63	12	171	24	12	300
22	14	283	64	12	171	24	12	300
22	14	283	65	12	171	24	12	300
22	14	283	66	12	171	24	12	300
22	14	283	67	12	171	24	12	300
22	14	283	68	12	171	24	12	300
22	14	283	69	12	171	24	12	300
22	14	283	70	12	171	24	12	300
22	14	283	71	12	171	24	12	300
22	14	283	72	12	171	24	12	300
22	14	283	73	12	171	24	12	300
22	14	283	74	12	171	24	12	300
22	14	283	75	12	171	24	12	300
22	14	283	76	12	171	24	12	300
22	14	283	77	12	171	24	12	300
22	14	283	78	12	171	24	12	300
22	14	283	79	12	171	24	12	300
22	14	283	80	12	171	24	12	300
22	14	283	81	12	171	24	12	300
22	14	283	82	12	171	24	12	300
22	14	283	83	12	171	24	12	300
22	14	283	84	12	171	24	12	300
22	14	283	85	12	171	24	12	300
22	14	283	86	12	171	24	12	300
22	14	283	87	12	171	24	12	300
22	14	283	88	12	171	24	12	300
22	14	283	89	12	171	24	12	300
22	14	283	90	12	171	24	12	300
22	14	283	91	12	171	24	12	300
22	14	283	92	12	171	24	12	300
22	14	283	93	12	171	24	12	300
22	14	283	94	12	171	24	12	300
22	14	283	95	12	171	24	12	300
22	14	283	96	12	171	24	12	300
22	14	283	97	12	171	24	12	300
22	14	283	98	12	171	24	12	300
22	14	283	99	12	171	24	12	300
22	14	283	100	12	171	24	12	300

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22	12	243	16	10	50
22	12	243	18	12	147
24	12	300	15	12	51
18	12	147	16	12	108
15	12	165	14	12	780
16	16	144	14	12	75
18	14	171	15	12	169
15	16	121	17	14	148
16	10	50	23	12	271
18	14	171	17	12	127
18	12	147	17	12	127
17	12	127	16	12	108
14	12	75	14	14	98
17	12	127	17	12	127
17	12	127	21	10	181
17	12	127	15	14	106
17	12	127	20	12	152
17	12	127	24	14	350
18	14	171	25	14	386
18	14	171	20	14	224
24	12	300	22	12	243
24	12	300	24	12	300
26	12	363	24	14	320
27	12	271	23	12	271
23	12	271			
17	12	127			
18	12	147			
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16	12	165			
21	12	217			
19	12	165			
15	12	165			
14	14	88			
16	16	136			
22	12	243			
24	12	300			
24	12	300			
22	14	283			
15	12	165			
16	14	126			
22	12	271			
23	12	271			
24	12	300			
17	14	148			
15	12	333			
16	14	126			
15	14	171			
17	12	127			
17	14	148			
16	14	126			
17	14	148			
17	12	127			
17	14	148			
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23	12	271			
19	12	165			
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21	12	217			
14	16	106			
16	12	31			
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23 12 271

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Hebrew manuscript
from 1893

Wm. Ward Ward

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16 24 400

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14 18 171

14 17 148

10 90 160

14 16 126

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12 14 147

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14 18 171

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14 15 157

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16	23	355
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14	29	547
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12	32	588
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14	18	171
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12	19	169
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12	22	<u>243</u>
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444

KNOW ALL MEN BY THESE PRESENTS, That we

are held and firmly bound unto the Commonwealth of Virginia, in the sum of ~~Five~~

Two Hundred & fifty dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *22nd* day

of *August*, one thousand eight hundred and *ninety three*

The Condition of The Above Obligation is Such, That whereas the above bound

on *Wm P Wood S. H. Hale & J M Tate* bill in Chancery against *L. M. Carmical*

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

L. M. Carmical from Selling the lumber in the plaintiffs bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

They, or some one for *them*, shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of *Two hundred & fifty*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Wm P Wood & S H Hale* shall pay all such costs as may be awarded against *them*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

W. P. Wood (SEAL.)

S. H. Hale (SEAL.)

Jms. M. Tate (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *A. B. Munsey* ~~J. A. G. Hyatt~~, clerk of the circuit court of the county of Lee *J. M. Tate*

and made oath that *his* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay,

worth the sum of *Two hundred & fifty* dollars, over and above exemptions allowed by law.

Given under my hand this *22nd* day of *August* 1893.

Teste: *A. B. Munsey* Clerk.

Wm P Wood
vs { Infurrection Bond
L. M. Carmical

157.22 $\frac{4}{3}$
453,672.
150
550-

Filed Aug the 23rd 1893

AB Munsey
Clerk

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

L. M. Carnical

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

September

.....next, being rule day to answer a bill in Chancery exhibited in our said Court against

him

by *Wm P Wood & S H Hale*

partners doing business under the firm name & style
Wood & Hale Manufacturing Company

And have then and there this writ.

Witness, *A. B. Mursey*, Clerk of said Court at the Courthouse.

This *22nd* day of *August* 18*93*, in the 11 & *th* year of the Commonwealth.

A. B. MurseyClerk.

A Copy Teste *A. B. Mursey*Clerk.

Injunction granted pursuant to the
prayer of the Bill, informing the defen-
dant, Carmichael from selling
the lumber in the Bill mentioned till
the further order of the Court. But ~~this~~
order will not become operative until
the plaintiff or some one for them ex-
ecute bond ^{with good security} in the penalty of \$ 250 -
conditions as the Law directs.

Bond has been given as required
in the above order of injunction

A B Munsey clk

To S. A. Dale and W. C. Wood partners doing business
under the firm, name & style of the "Dale and
Wood Manufacturing Co".

Gentlemen,

Whereas on the 15th day of
August 1893, you obtained from the honorable H. S.
K. Morrison, Judge of the Circuit Court of Lee County
Virginia, an injunction, injaining me from selling
certain lumber in your bill of Complaint mentioned
till the further order of the Court, and whereas
I, at the first September Rules 1893 of said Court,
for said County, filed in said Cause my answer,
sworn to according to law, denying positively,
plainly and precisely the matter of equity stated
in your said bill, and filed with my said answer
such written evidence as shows you no longer
entitled to said injunction.

Notice is hereby given you that for these reasons
and others to be assigned at the hearing of this
motion. I will on the 22nd day of September
1893, at the law office of said Judge, in the town
of Gate City Va, move said Judge, in vacation,
to dissolve said injunction.

L. M. Carnical.

By James W. Orr
his Counsel.

L. M. Carnical

vs { Notice .

Bale & Wood Mfg Co.

Executed Sept. 18. 1893

by delivering ~~and office~~

copy of the writ in

notice to W. P. Wood.

Accepted Legal Service

for S. M. Bale -

W. P. Wood
Sept. 19th 1893

C. E. Flanagan, S. C. P.

Hale & Wood Mfg Co Plffs
against
L. M. Carnical Deft } In Chancery.

Pursuant to a decree rendered in this
Cause in Vacation, on the 22nd day of Septem-
ber 1893, I will, on the 20th day of October
1893, at ^{the Circuit Court Clerk's office} ~~my office~~, in Jonesville Va. proceed
to take the account in said decree directed,
At which time and place all persons
interested are required to appear with
their evidence. This Sept 27th 1893.

J. P. S. Hyatt
Special Court

Hale & Wood Mfg Co

vs Notice

L. M. Carnical

Oct 20th 1893.

I accept legal service
of this notice, Sept 27th
1893.

L. M. Carnical
By Jas W Orr. atty.

Executed Sept 30 1893
by Delivering a true
office copy of the
within to S. H. Hale
at 11 O'clock A. M.
This September the
30 1893. L. M. Wade
Deputy for C. E.

Attest

S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*W. S. Lerowell, Dickson & Russell
Elbert & Garrett, Part S Davidson, Wm P. Sprinkle
A. L. Russell and George M. Blankenship Clerk
John A. G. Hyatt Special Comr at the office of the Asst
to appear before the Judge of our Circuit Court of Lee County, at the court-house, thereof on the 20th
day of October 1893, to testify and the truth to say in behalf of the*

L M Carmical

_____ in a certain matter of controversy in our said Court,
Court
before the said ~~Judge~~ depending and undetermined between _____

Hale & Wood Manufacturing Company Plaintiff
and _____

L M Carmical Defendant :

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *4th* day of *October* 1893, and in the *118th* year of
the Commonwealth.

A. B. Munsey Clerk.

210.69
 180.89

 29.80
 14.90
 180.89

 \$195.79

140
 50

 190

L M Carmichael

Ads { SUBPENA
FOR
WITNESS.

Hale & Wood Manuf Co

Circuit Court, the 20th day of

October 1893.

Executed by summons
 all of the within
 witnesses

G. E. Flanagan, S. 26

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

L. M. Carmical

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

September

.....next, being rule day to answer a bill in Chancery exhibited in our said Court against

him.

by

Wm P Wood & S. H. Hale partners

doing business under the firm name & style of Wood & Hale Manufacturing Company

And have then and there this writ.

Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *22nd* day of *August* 18*93*, in the 11*8* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste..... Clerk.

Injunction granted pursuant to the
prayer of the ~~plaintiff~~ bill enjoining
the Deft Carmical from selling the
lumber in the bill mentioned till
the further of the court but ~~before~~ this
order will not become operative
untill the plaintiffs or some on for
them execute bond with good security
in the penalty of \$25000 Conditioned
as the law directs. The bond has been
given as required by the above order of
Injunction
A. B. Munsey
clerk.

23
Jm. P. Wood et al

vs J. M. Carmical

J. M. Carmical

TS 1st Sept Rules 1893

Executed Aug 23/1893

By delivering and

affixing copy of the

within copy to

J. M. Carmical

A. B. Munsey